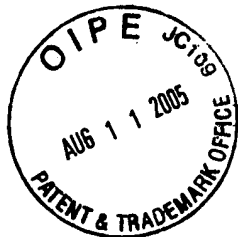




### Appendix

Attachments:      Affidavit of Jeffrey L. Frost, sworn to August 2, 2005  
                         Affidavit of Robert Berghash, sworn to July 28, 2005



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

*Applicants:* ROBERT BERGHASH and JEFREY L. FROST

*Serial No.:* 10/665,539

*Examiner:* MITRA ARYANPOUR

*Filed:* September 19, 2003

*Art Unit:* 3711

*For:* HAND SHIELD FOR HOCKEY STICK

**AFFIDAVIT**

COUNTY OF ERIE                    )  
  ) ss.:  
STATE OF NEW YORK            )

ROBERT BERGHASH, being duly sworn, deposes and says:

1. I am an individual residing at 73 Oakgrove Drive, Williamsville, New York 14221, and the co-inventor of the HAND SHIELD FOR HOCKEY STICK disclosed and claimed in U.S. Patent Application No. 10/665,539, filed September 19, 2003. In addition, I am Chairman of Shield Mfg. Inc. ("Shield Manufacturing"), the assignee of the patent application. Unless otherwise stated, I have personal knowledge of all facts and circumstances set forth in this affidavit.

2. Jeffrey L. Frost, the co-inventor, contacted Shield Manufacturing in July 2002 regarding his concept for a hand shield for a hockey stick. Initially, he contacted David Berghash and, on July 10, 2002, faxed David Berghash a letter with a description and several diagrams of an embodiment of such a hand shield. I reviewed Mr. Frost's submission at that time and, on July 23, 2002, responded to Mr. Frost by e-mail with regard to his proposal. A copy of Mr. Frost's fax is attached as Exhibit A and my e-mail to Mr. Frost is attached as Exhibit B.

3. During the next several months, I discussed the hand shield with Mr. Frost and worked to develop samples or prototypes. In October, 2002, Shield Manufacturing and Mr. Frost entered into a License Agreement which gave Shield Manufacturing the right to make, use and sell the hand shield. On October 15, 2002, I executed the license agreement on behalf of Shield Manufacturing. A copy of the agreement is attached as Exhibit C.

4. For several months, Mr. Frost and I worked on the design of the hand shield. Attached as Exhibit D is a copy of one design of the flexible shield portion of the hand shield which I faxed to Seal & Design Inc. on September 1, 2002. Attached as Exhibit E is a copy of an e-mail I sent to Mr. Frost on December 3, 2002, which makes reference to several samples of the hand shield which had been made and which were to be made by different rubber/plastic molders. At that point in time, the design of the hand shield included (as reflected in Mr. Frost's July 10, 2002 drawings) a convex flexible shield portion with a generating rectangular opening configured to accommodate a hockey stick, and an inner grip portion attached to the flexible shield portion which extended away from the shield portion, configured so as to slidably embrace a hockey stick. The hand shield was designed to shield all or part of a user's hand.

5. Attached as Exhibit F is another e-mail I sent to Mr. Frost, on December 17, 2002, which refers to several samples of the hand guard which were developed for testing. The e-mail refers to a flexible shield portion having a diameter of about 5 inches with a short inner grip portion placed over the shaft of the stick whereby a user places his thumb and forefinger on the inner grip portion to hold and control the stick. This sample was discarded.

6. A Shield Manufacturing hand shield for a hockey stick was displayed during the week of January 20, 2003 at the National Sporting Goods Show in Las Vegas,

Nevada. The design of the hand shield demonstrated at that show included a flexible shield portion having a generally a convex outer surface, with an opening to accommodate a hockey stick, and an inner grip portion attached to the flexible shield portion which was made to accommodate a hockey stick. The model displayed at the trade show was subsequently destroyed.

7. Attached as Exhibit G is a copy of a January 31, 2003 e-mail which I received from a draftsman at ProductLogic referring to Paragon Model Makers Inc., the company which we engaged to manufacture sample hand shields. Photographs of one such sample are attached as Exhibit H.

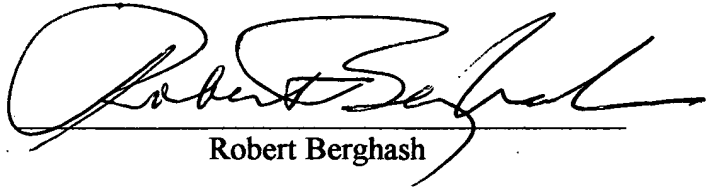
8. Attached as Exhibit I is a copy of a February 6, 2003 drawing from ProductLogic illustrating a preferred embodiment of the hand shield, which drawings are virtually identical to those filed with my patent application.

9. Attached as Exhibit J are various quotations from manufacturers, dated February 13, 2003 through April 24, 2003, for an injection mold and production of a hand shield which is covered by the claims of the pending patent application.

10. Attached as Exhibit K is an internal e-mail which I sent on March 17, 2003 discussing the mold costs for the hand shield.

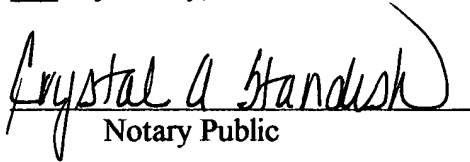
11. Peninsula Plastics was selected as the supplier and we placed an order on April 25, 2003 for the construction of an injection mold to produce hand shields. Parts were later ordered on August 7, 2003. The injection mold was built and product was manufactured between April 25, 2003 and the date of the first shipment of hand shields covered by the claims in the pending application, which was August 26, 2003. A copy of an invoice confirming that date is attached as Exhibit L.

12. As explained above, the subject matter of the invention disclosed and claimed in my pending patent application was conceived many months prior to January 8, 2003. The co-inventor Mr. Frost and I worked diligently prior to January 8, 2003 through the date of the first reduction to practice and sale of a hand shield which embodied the claims in the pending application.



Robert Berghash

Sworn to before me this  
28 day of July, 2005.



Notary Public

MJB2en  
BFLO Doc. # 1498667.1

CRYSTAL A. STANDISH  
No. 01ST4908435  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 09/21/05

**LABELLE HIGH SCHOOL**  
**4050 COWBOY WAY**  
**LABELLE, FL 33935**  
**PHONE: (863) 674-4120**  
**FAX: (863) 674-4571**

**ADMINISTRATION:**

Paul Puletti, Principal  
Janice Foster, Assistant Principal  
John Miller, Dean of Students  
Vicki Chipman, Guidance Counselor  
Bobbie Spratt, Guidance Counselor

**Notice:** This facsimile contains CONFIDENTIAL INFORMATION that also may be LEGALLY PRIVILEGED and which is intended only for the use of the addressee(s) named below. If you are not the agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile may be strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the above address via the Postal Service.

DATE: July 10, 2002 Number of pages including cover sheet: 6  
To: DAVID BERKASH Fax # 716-694-0462  
From: Jeff Frost Re: IDEA For Floor Hockey Add-on.

**Note:**

July 10, 2002

Dear Mr. Berghash,

Per our phone conversation yesterday, I am sending you information on my idea for a safety add on for Floor Hockey sticks. I came up with this idea several years ago but only recently felt inclined to act on it. In our first discussion, I mentioned that I initially submitted this idea to Sportime in April 2002. Below I will give a brief summary of how and why I think this product will work.

From years of playing Floor Hockey in Public School Physical Education classes, and now as a Physical Education Teacher (fifteen years middle and High School), I frequently see the need for some kind of hand protection. Most importantly for the bottom hand holding the stick. All too often during play while two opposing players are going for the puck (or ball) one stick will ride up on the other and hit the player in the hand (usually causing a scrape or bruise on the finger(s) and or knuckle). Besides the obvious pain a player (student) endures, you also have those students who will be reluctant to participate because of this problem.

It is my proposal for you to make a low cost, plastic cup or hand shield that can be used for both safety and as a guideline for hand placement. This device can be simply screwed or slid on (like a new blade) at an appropriate spot on the stick (for the lower hand) according to age level by the instructor. This "add on" would be both simple and safe.

Also, I noticed in the last Sportime catalog that they now offer protective gloves at ~ \$30.00 a pair. With the limited Physical Education budgets available today, it would cost almost \$300.00 to outfit two teams (and that does not include the goalies). At a cost of perhaps one-third or more of that of the gloves, this device (as yet unnamed) would be more economical for use in today's Physical Education and Recreation classes.

Furthermore, you have a health issue when numerous individual hands are sweating from activity inside these gloves. They would be hard to clean and not many kids would want to put on wet gloves that somebody else has used.

Thank you for your time in considering my idea,



Jeffrey L. Frost  
Teacher/Coach  
LaBelle High School  
4050 Cowboy Way  
LaBelle, FL 33935  
(W) 863-674-4120  
(H) 863-675-2988  
[frost\\_j@popmail.firn.edu](mailto:frost_j@popmail.firn.edu)

Attached please find rough drawings with instructions for this device.

**Instructions for Diagrams**  
(Not to size or scale)

**Diagram A:** FRONT VIEW of "Cup" simply shows hole for stick. It also shows a hole at its base large enough for a standard screwdriver to fit through. SIDE VIEW of "Cup" shows a see through view of inside piece that attaches to the Hockey Stick by a screw.

**Diagram B:** BACK VIEW again shows hole for Hockey Stick, hole for screwdriver and, straight on view of inside attachment to be screwed to stick. BOTTOM VIEW shows cut away view of cup, showing inside piece of cup that is screwed on to Stick.

The "cup" could be slid over the back end of the stick. Another possibility would be to separate (cut) the lower half of the "Cup" and simply slide it over the back of the stick and securely refasten it back together and to the stick.

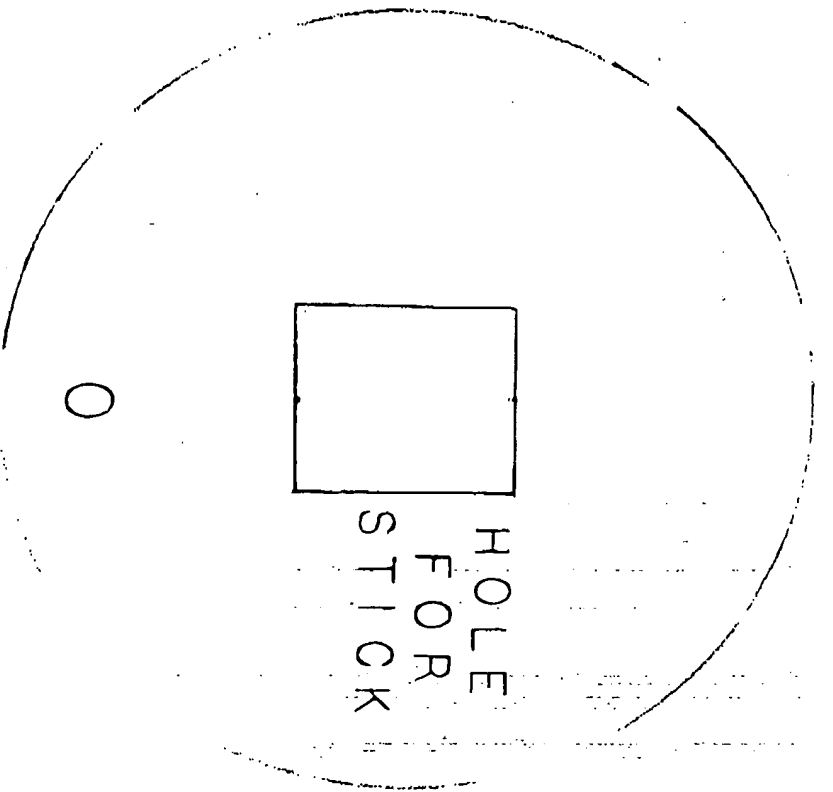
Lastly, I think a minimum diameter for the cup or shield should be about 6-7 inches across to protect the hand and knuckles.

**Diagram C:** SIDE VIEW shows a one-piece flexible rubber grip with small shield in front that can be slid over the back end of a Hockey Stick. It would fit snugly on the stick, and would be slid down (may need to add water for lubrication) to the appropriate spot. FRONT VIEW simply shows the front view, with cut out of handgrip. Note that the shield part of this piece is flat and not curved like the "Cup" in Diagrams A and B.

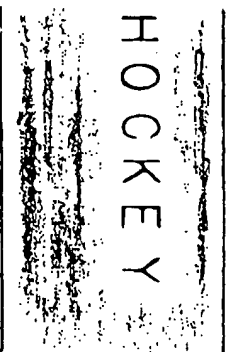


(DRAWINGS NOT TO  
SCALE)

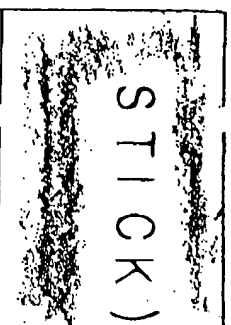
FRONT VIEW



(HOCKEY



STICK)



SCREW

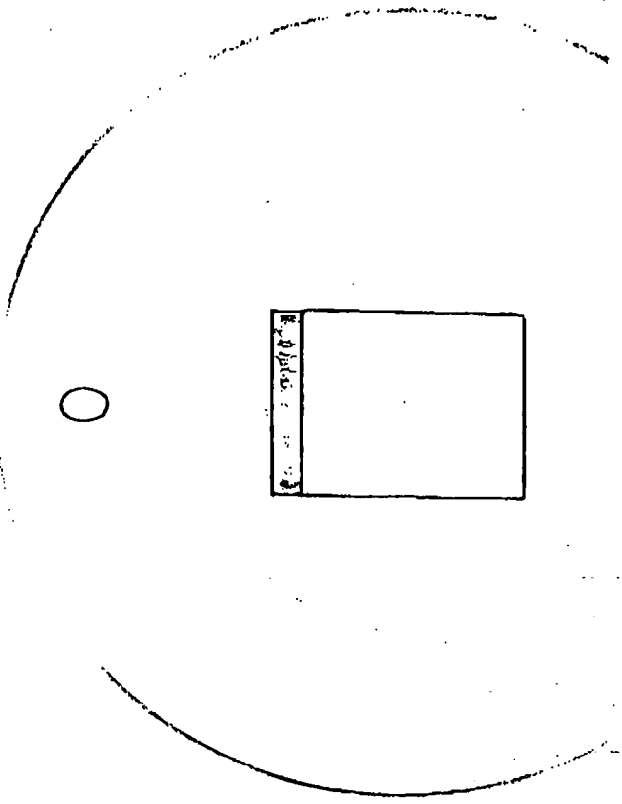
HOLE

FOR

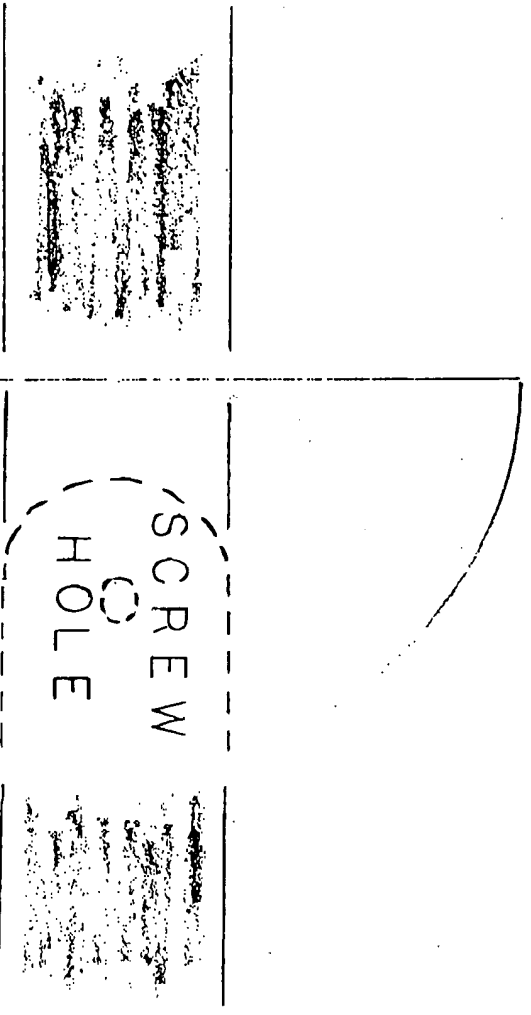
SCREW-  
DRIVER

DIAGRAM A

SIDE VIEW



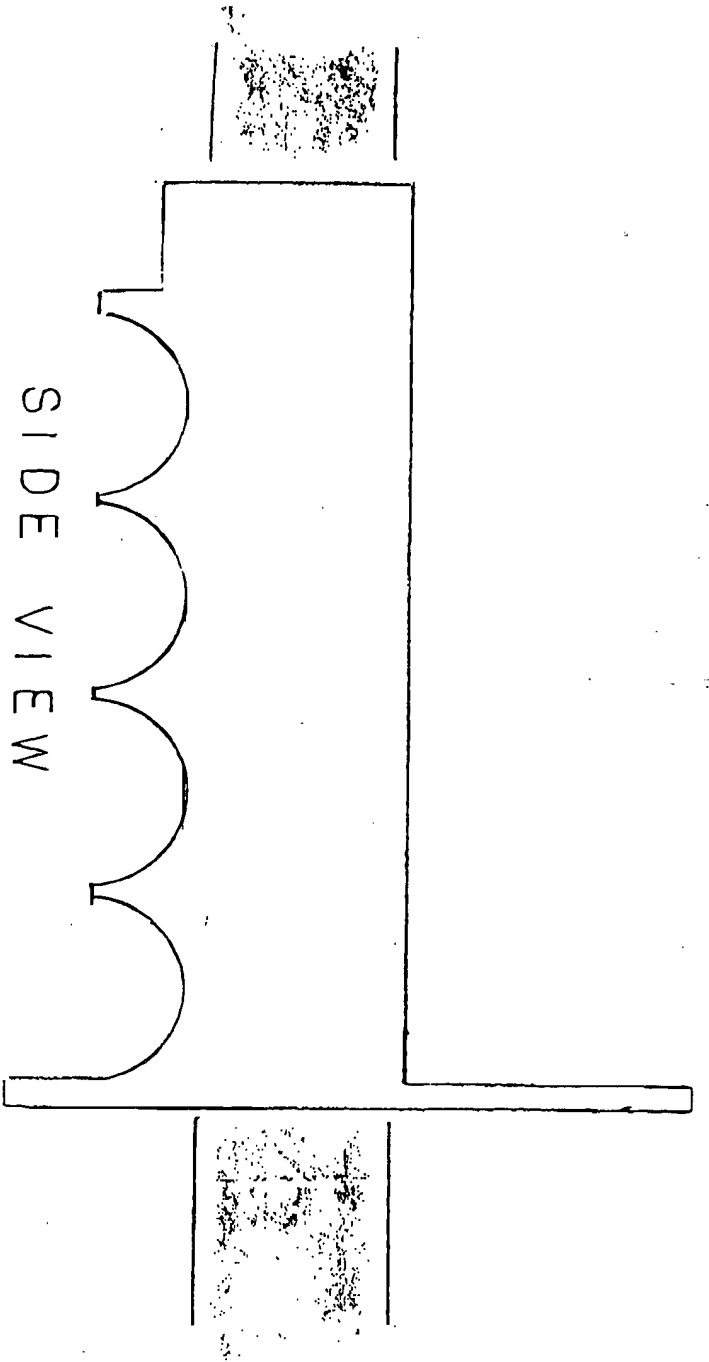
BACK VIEW



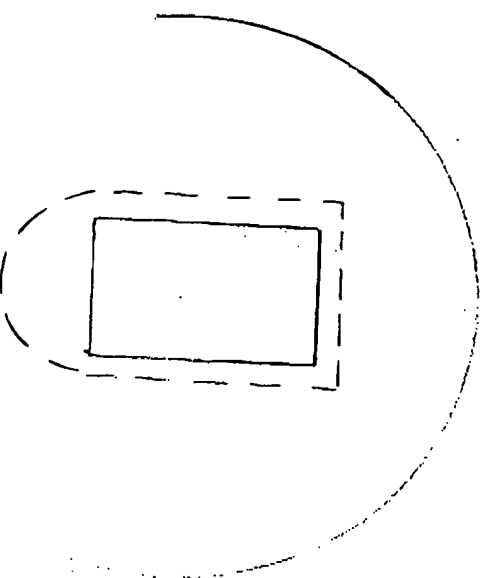
INSIDE  
PIECE  
OF CUP

DIAGRAM B

BOTTOM VIEW



SIDE VIEW



FRONT VIEW

DIAGRAM C

**Robert Berghash**

From: Robert Berghash <rberghash@shieldsports.com>  
To: <frost.j@popmail.firm.edu>  
Sent: Tuesday, July 23, 2002 11:10 AM  
Subject: hand grip/protector for hockey

Dear Mr. Frost: David Berghash gave me your concept for a hockey stick to evaluate.

I believe there is merit in your idea and am prepared to test the concept. Please give me a call at 800 828 7669 so we can discuss the details and what steps to take next.

Thank you, Bob Berghash

*[Handwritten signature]*

new stick

Tampa  
Pilch & P...

Oct

GLS  
Don't suggest  
time to shield

*send* ~~to~~ CDA  
5% Letter of intent  
CanJam

Sportime comment  
T. and

1. Age group

2. ~~the~~ philosophy

3. ~~How~~ <sup>Copy</sup> patentability problem

4. cost to Mfg.

5. more protection

6. Is it new  
& unique —

\* Ron Pursist

## EXCLUSIVE LICENSE AGREEMENT

Agreement  
w/ Shield  
10/15/02

AGREEMENT made this 11th day of October, 2002, between Jeffrey Frost, 4050 Cowboy Way, LaBelle, FL 33935, hereinafter called "Licensor" and Shield Mfg. Inc., 425 Fillmore Ave., Tonawanda, NY 14150, a Delaware corporation, hereinafter called the "Licensee".

### WITNESSTH:

WHEREAS, the Licensee desires to manufacture, use and sell; the Hockey Hand Guard hereinafter called the Guard; and

WHEREAS, the Licensee shall have the right to market said Guard;

### IT IS THEREFORE AGREED:

1. **Exclusive License:** The Licensor hereby grants to the Licensee the exclusive right and license in the United States and Canada, to manufacture, use and sell the Guard.
2. **Alterations and Improvements:** The Licensee shall be entitled to alter or to improve the Guard and may apply for any patent for the improvement on the Guard. The Licensee shall retain the right, title and interest to such improvement and any such patent, patent application or invention.
3. **Royalties:** The Licensee shall pay the Licensor a royalty of 4% of the net sales (or 5.5% of the net sales in the case the licensor applies for and receives a patent) obtained from the manufacture and sale of such Guard. Net sales are defined as gross sales less returns and discount allowances. Net sales are calculated prior to deductions for cost of goods, operational and marketing and sales expenses. The Licensee shall keep an accurate account of the operations coming under the scope of its license and shall render a statement in writing to the Licensor within thirty (30) days after any quarterly period of each calendar year during the term of this Agreement, and shall pay the Licensor the amount of earned royalties accrued on a monthly basis during the quarterly period. The licensor shall have the right, at his own expense and not more than once each quarterly period, to examine the books of the Licensee to verify the royalty statements of the operations coming under this scope of this Agreement.
4. **Term:** The term of this agreement shall be twelve (12) years, but subject to the following:
  - a) If the Licensee fails to render statements or to make payments of royalties as herein provided, the licensor may on thirty (30) days written notice to the Licensee terminate this agreement. If such default is not cured within

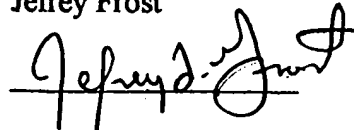
thirty (30) days period, this Agreement shall terminate on the date set in such notice without prejudice, however, to the monies due to the Licensor hereunder.

- b) If the Licensee shall abandon the exploitation of the Guard by failing for a period of six (6) months, or such longer period of time as may be agreed upon by the parties, to manufacture, sell, ship or distribute the Guard, for any reason other than an Act of God, the Licensor may on thirty (30) days written notice to the Licensee terminate this Agreement without prejudice, however, to the monies due to the Licensor hereunder. It is understood that sales during the first year will grow slowly due to the fact that the introduction into school catalogs takes time to establish.

5. **COVENENT AND INDEMNITY:** The Licensor covenants and agrees that he shall not directly or indirectly engage in or become financially interested in, or otherwise associated with any person or persons, firms or corporations which shall compete with the Licensee in relation to the manufacture and sale of any Guard device in the field of recreational and athletic equipment, within the United States or Canada for a period of 12 years from the date of this agreement.
6. **ASSIGNMENT:** The Licensee shall have the full right and authority to assign this License in whole or part or to grant Licenses thereunder to any person, firm or corporation, provided, however, that any such assignee must acknowledge, in writing, his or its acceptance of the terms and conditions of this Agreement, including all financial obligations hereunder.
7. **EXCLUSIVE LICENSE:** The License hereby granted shall be exclusive with the Licensee, and the Licensor hereby covenants and agrees that he will not during the term of this License grant any License or other rights in the said Guard to any person, firm or corporation. The Licensor shall, upon demand, execute and deliver to the Licensee such documents as may be deemed necessary or advisable by counsel for the Licensee for filing in the appropriate patent office(s) to evidence the granting of the exclusive License hereby given.
8. **BENEFIT:** This agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.
9. **GOVERNING LAW:** This agreement shall be governed by and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day  
and year first above written.

Jeffrey Frost

A handwritten signature in cursive script, appearing to read "Jeffrey Frost", written over a horizontal line.

Shield Mfg. Inc.

By

A handwritten signature in cursive script, followed by a horizontal line and the date "10/15/02".

SEP-11-02

04:22PM

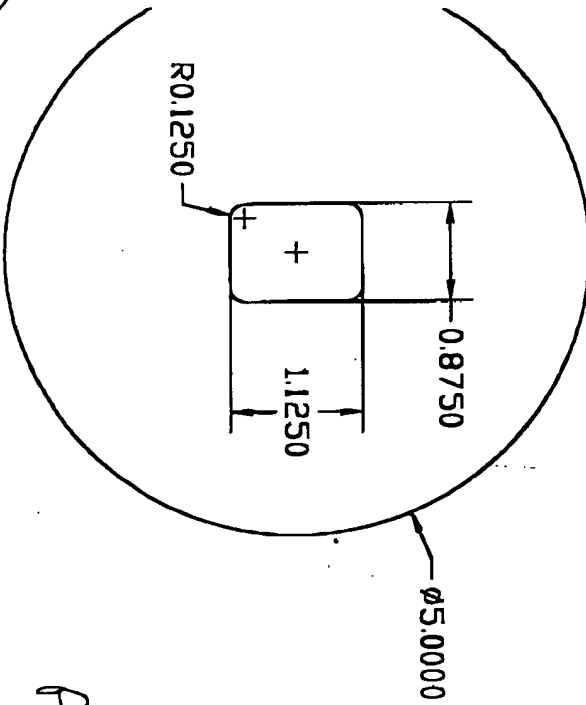
FROM-Seal & Design Inc.

7167596425

T-938

P.002/002

F-436



P/N SH-11

MATERIAL: 1/2" THK BLACK NEOPRENE CLOSED CELL FOAM



Page 1 of 1

## **Robert Berghash**

---

**From:** Robert Berghash <rberghash@shieldsports.com>  
**To:** Jef Frost <frost\_j@popmail.fim.edu>  
**Sent:** Tuesday, December 17, 2002 12:11 PM  
**Subject:** Hand Guard

Dear Jef: We have made several samples of the hand guard for testing similar to the ideas we discussed. The best diameter is about 5 inches with a short tube over the shaft of the stick. A longer tube is bulky. With a shorter tube (about 1 inch) the user puts only the thumb and forefinger on the tube of the guard and the rest of the hand grips the hockey shaft. There was no problem with the skin getting caught when the guard moved up and down the shaft.

We have drawings made which I will send you. We will have a hard sample made directly off a computer disc. The final product can be tested in a variety of materials from very hard to very soft. I guess that the finished product will be semi-soft like Tupperware.

Let me know your thoughts or give me a call. Thanks, Bob

**Robert Berghash**

---

**From:** <MRiehm000@aol.com>  
**To:** <rberghash@shieldsports.com>  
**Sent:** Friday, January 31, 2003 12:37 PM  
**Subject:** Paragon Address

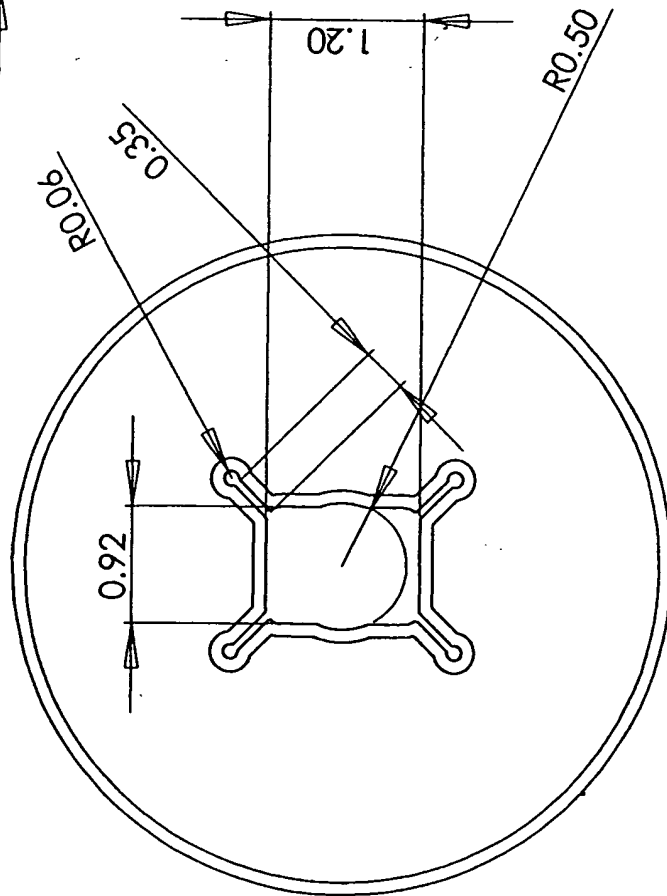
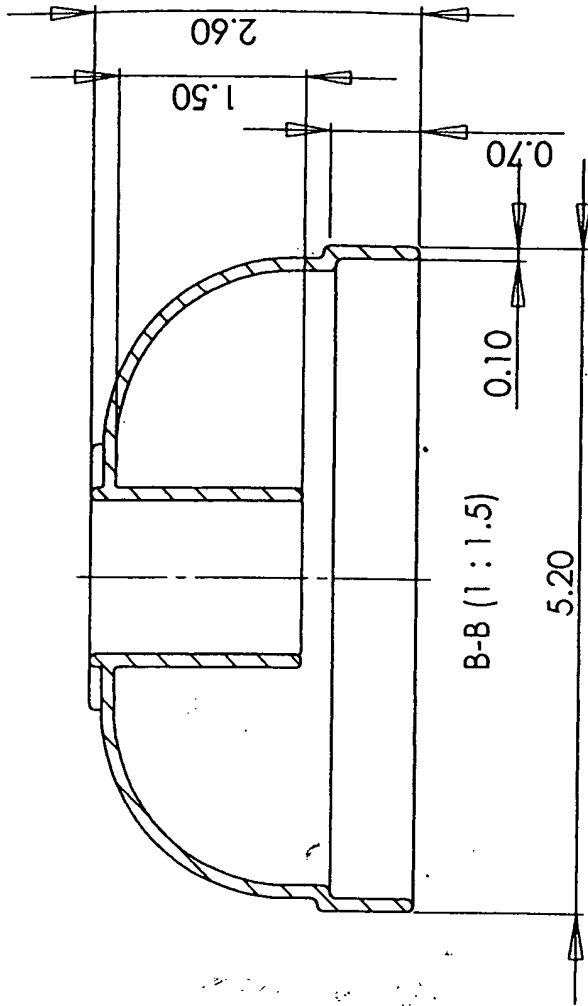
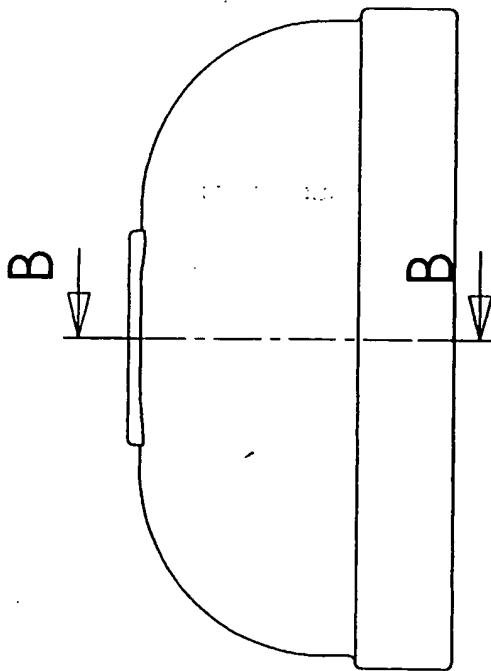
Bob -I will give you this to you now so that the model is at Paragon when they get the approved drawings. Have a nice weekend!

**Paragon Model Makers Inc.**  
1705 Route 5  
Corfu, NY 14036  
585-762-9367

**Merry Riehm-Constantino**  
**ProductLogic**

625 Lafayette Avenue  
Buffalo, NY 14222  
716-882-5590 Office  
716-882-1532 Home

*Red*  
*Sent*  
*2/3/03*



KNUCKLE GUARD  
 02/06/03  
 SHIELD MANUFACTURING, INC.  
 425 Fillmore Avenue, Tonawanda, NY 14150  
 716-694-7100

Drawn by ProductLogic  
 625 Lafayette Avenue, Buffalo, NY 14222  
 716-882-5590



## ASIA SOURCING CORP.

7F, NO. 223, SEC. 3, TA DU RD., PEI TOU DIST., TAIPEI, TAIWAN 112

Tel: +886-2-2858-6361

Fax: +886-2-2858-6362

E-mail: astco@ms7.hinet.net <http://www.asiasourcing.com>

### QUOTATION

To: Johengen Sales, Inc.

Attn: Ms. Laura Johengen-Ryan

From: Jeff Wang

Date: Mar. 21, 2003

Ref #: FLJ166-1

Page(s): 1

***Subject: L-021803A, Shieldsports***

Dear Laura,

We are pleased to update the quote for the subject item(s) as below:

P/N	Material	Qty/Lot (Qty/Yr)	Unit Price		Tooling Cost
			FOB Taiwan	CIF Buffalo	
Shield H Bottom Est. Weight: 180g	NBR	5,000pcs (20,000pcs)	USD0.75/pc	USD0.81/pc	USD3000.00 (4 Cav.)

Remarks:

1. The lead-time to complete samples for approval is 8 weeks.
2. The lead-time to complete first shipment is 8 weeks after samples approved.
3. Payment terms:  
Tooling: 50% with the order and balance payable by T/T upon sample approved.  
Production: By wire transfer, in 45 days after shipment.
4. The final unit price is to be confirmed after reviewing buy's sample.
5. Packaging: By standard carton for export.
6. Any orders to be placed are subject to our final confirmation.

Should you have any questions on this quote, please let us know.

Best regards,

Jeff Wang

**Robert Berghash**

---

**From:** Laura Johengen-Ryan <johengen@adelphia.net>  
**To:** <rberghash@shieldsports.com>  
**Sent:** Sunday, March 09, 2003 10:31 PM  
**Attach:** FLJ166.doc  
**Subject:** FW: rfq L-021802A

-----Original Message-----

**From:** fanny [mailto:astco@ms7.hinet.net]  
**Sent:** Friday, March 07, 2003 4:30 AM  
**To:** Laura Johengen-Ryan  
**Subject:** Re: rfq L-021802A

Laura,  
Attached please see the quote. Thank you.  
Fanny

----- Original Message -----

**From:** Laura Johengen-Ryan  
**To:** Jeff Wang  
**Sent:** Tuesday, February 18, 2003 2:35 AM  
**Subject:** rfq L-021802A

Please quote e in molded rubber. Quantity=10k and 20k per year.  
Company is Shieldsports

-----Original Message-----

**From:** Productlogic@aol.com [mailto:Productlogic@aol.com]  
**Sent:** Thursday, February 13, 2003 2:44 PM  
**To:** johengen@adelphia.net  
**Cc:** rberghash@shieldsports.com  
**Subject:** Shield Art

Dear Laura, Bob Berghash has asked me to forward the attached Handshield files for quotation.  
Please let me know if they are not adequate and I will try JPEGs.

Merry Riehm-Constantino  
**ProductLogic** - Consumer Product Design & Engineering  
625 Lafayette Avenue  
Buffalo, New York 14222 1435  
716.882.5590  
716.882.3839 fax  
productlogic@aol.com



## ASIA SOURCING CORP.

7F, NO. 223, SEC. 3, TA DU RD., PEI TOU DIST., TAIPEI, TAIWAN 112

Tel: +886-2-2858-6361

Fax: +886-2-2858-6362

E-mail: astco@ms7.hinet.net <http://www.asiasourcing.com>

### QUOTATION

To: Johengen Sales, Inc.

Attn: Ms. Laura Johengen-Ryan

From: Jeff Wang

Date: Mar. 07, 2003

Ref #: FLJ166

Page(s): 1

***Subject: L-021803A, Shieldsports***

Dear Laura,

We are pleased to quote for the subject item(s) as below:

P/N	Material	Qty/Lot	Unit Price	Tooling Cost
Shield H Bottom Est. Weight: 180g	NBR	5,000pcs	USD0.78/pc	USD3000.00 (4 Cav.)

**Remarks:**

1. The above price is based on FOB Taiwan.
2. The lead-time to complete samples for approval is 8 weeks.
3. The lead-time to complete first shipment is 8 weeks after samples approved.
4. Payment terms:  
Tooling: 50% with the order and balance payable by T/T upon sample approved.  
Production: By wire transfer, in 45 days after shipment.
5. The final unit price is to be confirmed after reviewing buy's sample.
6. Packaging: By standard carton for export.
7. Any orders to be placed are subject to our final confirmation.

Should you have any questions on this quote, please let us know.

Best regards,

Jeff Wang

**Indiana****Rubber & Plastics Company**

P.O. Box 395  
Arcadia, Indiana 46030

Telephone: (317) 984-9158  
Fax.: (317) 984-5259  
www.indlanarp.com

April 24, 2003

Mr. David Berghash  
Shield Manufacturing  
425 Fillmore Avenue  
Tonawanda, NY 14150  
Phone: (716) 694-7100  
Fax.: (716) 694-8652

Dear Mr. Berghash:

Your inquiry was forwarded to me by Sales representative Scott Antonacci. With your target pricing, we utilized it as a study to try and reduce some costs that we could pass on to you and I apologize for the delay in quoting. So far our best pricing, based on 2-cavities, is as follows:

KNUCKLE GUARD	5,000 PCS	\$550.00/M	EST. PART WT. 100 GRAMS
BLK POLYPROPYLENE	10,000 PCS	530.00/M	
	25,000 PCS	520.00/M	
	50,000 PCS	515.00/M	

There will be a one-time charge of \$4,295.00 for a 2-cavity injection mold and lead time for pre-production samples will be 8 weeks from receipt of order.

Goods will be matte-to semi-gloss finish with all machining marks polished out.

Terms are 1/2 of mold charge with your order, balance due on sample approval. Parts are net 30 days, f.o.b. Aberdeen, SD plant.

Again I apologize for the delay in quoting but please know we are grateful for the opportunity and please do not hesitate to call me if you have any questions.

Sincerely,

  
Terence R. (Terry) Garvity

cc: Scott Antonacci, Sales Representative  
Phone: (315) 652-8088  
Fax.: (315) 652-8087  
E-mail: santonac@twcnv.rr.com

via fax and mail

**CAPPLUGS LLC**

Caplugs Headquarters  
2150 Elmwood Ave., Buffalo, NY 14207  
Tel: (716) 876-9855 Fax: (716) 874-1680

Caplugs West  
18704 S. Ferris Pl., Rancho Dominguez, CA 90220  
Tel: (310) 537-2300 Fax: (310) 537-7770



**TOLL FREE: 888-CAPPLUGS (888-227-5847)**

**Website: www.caplugs.com E-Mail: sales@caplugs.com**

**QUOTATION**

**O: ROBERT BERGHASH**

**INQUIRY: VIA JOHNGEN SALES**

SHIELD MFG INC  
425 FILLMORE AVENUE  
TONAWANDA, NY 14150

**QUOTATION #: 5114 DIV 260**

**DATE: 3/19/03 CUST: 231735**

**HONE: (716) 694-7100 x**

**PRICES FIRM FOR 60 DAYS**

**AX: (716) 694-0462**

**PAYMENT TERMS - NET 30 DAYS  
UPON CREDIT APPROVAL**

ITEM	DESCRIPTION	QUANTITIES QUOTED	PRICE	M = THOUSAND
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Your Local Sales Representative is:

JOHNGEN SALES INC  
SUITE 115  
AUBURN, NY 13021

04\*

PHONE: (315) 255-1570  
FAX: (315) 255-3194  
EMAIL: Johngen@baldcom.net

INJECTION MOLDED KNUCKLE GUARD, SIMILAR  
TO SUBMITTED SKETCH 2-13-03.  
MINIMUM SHIPMENT QTY: 3000  
DESIGN AND DEVELOPMENT CHARGE (ONE-TIME)

20,000 578.00/ 1000 P

13,800.00

ABOVE PRICING IS BASED ON A PURCHASE ORDER FOR QUANTITIES QUOTED ABOVE.  
PARTS ARE MANUFACTURED TO CAPPLUGS STANDARDS AND TOLERANCES.

Delivery: 6-8 WEEKS ARO

Issued By:

F.O.B.: BUFFALO, NY

JOE MCGEE  
REGIONAL SALES MANAGER

**BREVIATION KEY:**

M - Aluminum  
E - Static Dissipative Polyethylene  
E - Conductive Polyethylene  
A - Ethylene Vinyl Acetate

FLX - Flextemp, Thermo-Plastic Rubber  
FPE - Flame Retardant LPE  
HPE - High Density Polyethylene  
LPE - Low Density Polyethylene

MPE - Medium Density Polyethylene  
PAP - Paper  
POE - Polyolefin Elastomer  
POL - Polyester

PPR - Polypropylene  
SIL - Silicone  
STL - Steel Zinc  
UPE - UV Stabilized LPE  
VNL - Vinyl

**ORDERING NOTE: The prices quoted are for the stipulated quantities in multiples of carton quantities.**

THIS QUOTATION IS SUBJECT TO TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM.

**CUSTOMER**

S-F-018





4015 Casilio Parkway, Clarence, New York 14031  
 Phone: (716)759-2222 Fax: (716)759-6425

<http://www.sealanddesign.com>

E-MAIL: [gasket@sealanddesign.com](mailto:gasket@sealanddesign.com)

**Quote#:** 3356

Thursday, February 13, 2003

Customer: BRIMMS INC.

Phone: 716-694-7100

Buyer: BOB BERGASH

Fax: 716-694-0462

We are pleased to quote the following:

Quantity	UOM	Part Number	Description	Price Each	Delivery
10,000.00	EA		KNUCKLE GUARD	0.7000	
25,000.00	EA		MATERIAL:PVC	0.6270	
50,000.00	EA			0.5980	
100,000.00	EA			0.5740	
1.00	TL		ONE TIME TOOLING	7,815.0000	
			2 CAVITY TOOLING		
			10 SAMPLES INCLUDED WITH TOOLING		
			FREIGHT INCLUDED IN PRICE		
			6-7 WEEKS FOR 1ST ARTICLES		
			10-12 WEEKS FOR PRODUCTION		

**PENINSULA PLASTICS LIMITED**

CANADA: 620 Industrial Drive, Fort Erie, Ontario L2A 5M4

Tel: (905) 871-4766 Fax: (905) 871-4811

U.S.A.: West Side Station, P.O. Box 1179, Buffalo, N.Y. 14213

Tel: (716) 854-3050

Website: [www.penplast.com/plastics](http://www.penplast.com/plastics)E-mail: [penplast@vaxxine.com](mailto:penplast@vaxxine.com)

March 17, 2003

Shield Mfg Inc.  
425 Filmore Ave.  
Tonawanda, New York  
14150

**ATT: BOB BERGASH**

Dear Bob:

**RE: KNUCKLE GUARD**

We have now costed the above part based on the information and drawings given to us.  
Prices are F.O.B. Shield Mfg. Tonawanda, New York and are quoted in U.S. FUNDS, as follows:

**MOLD COST**

KNUCKLE GUARD.....1 CAVITY.....\$8,000.00 U.S.

KNUCKLE GUARD.....2 CAVITY.....\$11,000.00 U.S.

**NOTE:** \* STANDARD COLD RUNNER  
\* P20 CORES & CAVITIES

**PART COST****Min.Order**

KNUCKLE GUARD.....1 CAVITY.....LDPE.....\$477.67/M.....5,000

KNUCKLE GUARD.....2 CAVITY.....LDPE.....\$375.35/M.....10,000

**NOTE:** \* F.O.B. TONAWANDA, NEW YORK  
\* U.S. FUNDS  
\* ISO 9002 CERTIFIED

If you have any further questions please do not hesitate to call.

Yours truly,

Craig S. Bolton,  
Vice President.

CSB/sb



436%

1.10

\*\* TOTAL PAGE.01 \*\*

13.22

**Robert Berghash**

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**From:** Robert Berghash <rberghash@shieldsports.com>  
**To:** David Berghash <dberghash@shieldsports.com>; Jim Geraci <jgeraci@shieldsports.com>  
**Sent:** Monday, March 17, 2003 2:55 PM  
**Subject:** costs on Handshield

The costs are as follows:

Rubber - Mold \$3,000 Part ~~.78~~ .90

PVC - Mold \$7,815 Part .70

LDPE Mold 1 cavity \$8,000 Part .48  
Mold 2 cavity \$11,000 Part .38

— Universal — 1/2 price

The current lowest catalog price is \$1.10. At .48 that is 43.6%  
At .38 that is 34.5%

There will be additional costs for cartons and packaging labor.

We need to discuss what we want to do. Should we only invest \$3,000 now and not make money in the beginning, or take a chance with \$5,000 more in mold cost. Let me know. Bob

3/17/03

ACCOUNT NUMBER

INVOICE



Shield Mfg. Inc.

425 Fillmore Ave  
Tonawanda, NY 14150  
716-694-7100

SOLD TO

SPORT SUPPLY GROUP  
PO BOX 7726  
DALLAS, TX 75209

SHIP TO

SPORT SUPPLY GROUP  
13700 BENCHMARK DR.  
FARMERS BRANCH, TX. 75234

INVOICE DATE  
08/28/03

INVOICE NO.  
135321

1 1/2% PER MONTH LATE CHARGES FOR PAST DUE INVOICES

SHIP TO	SHIP DATE	SHIP METHOD	SHIP CHARGE	SHIP TOTAL
SPORT SUPPLY GROUP	08/26/03	ABF COLLECT	123378	NET 90 DAYS

HOCKEY STICK HAND SHIELD  
8.000 DZ

00 13.22 846.08

CLAIMS FOR SHORTAGE, ERROR OR DAMAGES MUST BE MADE WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE, OR THEY WILL NOT BE ALLOWED. MERCHANDISE MUST NOT BE RETURNED FOR CREDIT WITHOUT WRITTEN PERMISSION. We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

REPRESENTATIVE

CASH DISCOUNT ALLOWED ON THIS AMOUNT

846.08

SHIPPING AND HANDLING

00

PAY THIS AMOUNT

846.08

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